

E-6

**TOWN OF HARRISON
VILLAGE OF HARRISON
ATTORNEY'S OFFICE**

MEMORANDUM

TO: Ronald Belmont, Supervisor
Members of the Town Board

FROM: Fred J. Castiglia, Deputy Town Attorney *FJC*

DATE: February 21, 2013

RE: South East Consortium Inter-agency Agreement for 2013

Attached herewith is the Inter-agency Agreement between the South East Consortium and the Town of Harrison in the amount of \$21,355. Please note this figure reflects a zero increase from 2012.

I have reviewed said Agreement and recommend that the Town Board authorize the Supervisor to sign the Agreement.

FJC:ap
Attachments

South East Consortium for Special Services, Inc.
Inter-Agency Agreement for 2013

This agreement made on the 1st of January 2013 by and between the South East Consortium for Special Services, Inc., a not-for-profit corporation of the State of New York; Town/Village of Harrison, a municipal corporation of the State of New York; Town of Mamaroneck, a municipal corporation of the State of New York; Town of Pelham, a municipal corporation of the State of New York; Town of Eastchester, a municipal corporation of the State of New York; City of Rye, a municipal corporation of the State of New York; Village of Rye Brook, a municipal corporation of the State of New York; Village of Scarsdale, a municipal corporation of the State of New York; Village of Port Chester, a municipal corporation of the State of New York; and the Village of Mamaroneck, a municipal corporation of the State of New York shall enable said component municipalities the opportunity to provide collective programs of special recreation services and respite opportunities for citizens with various developmental disabilities and special needs through participation in the South East Consortium for Special Services, Inc. as appropriate and available.

Now, therefore, the parties hereto agree as follows:

FIRST: The parties shall jointly operate a special recreation program for citizens with various developmental disabilities and special needs residing or domiciled within the corporate limits of their respective municipalities to the best of its capabilities and available resources.

SECOND: The program shall be funded through each municipality in accordance with schedule of attached hereto and made part hereto establishing respective local shares which shall be in addition to any third party sources of funding. Said local shares shall be paid to South East Consortium at the municipalities' earliest convenience in the current calendar year unless otherwise mutually agreed upon.

THIRD: The substantive program policy shall be the joint responsibility of all the parties, but shall be carried out administratively by the South East Consortium in the same manner as any other programs for which said council would otherwise individually be responsible.

Administrative services include, but not limited to accounting, payroll, legal, personnel, insurance and risk management. In addition, the South East Consortium, on behalf of the program, may apply and receive grants and other third party sources of revenue, and may further enter into agreements on behalf of the program with other governmental agencies and not-for-profit organizations providing partial or full support of any program or activity to be provided hereunder.

FOURTH: The Board of Directors consisting, in part, of a designee from each component municipality shall have policy-making power for the program, and which shall further have the power to adopt rules, regulations, and procedures for the governing of the program affairs in a manner consistent herewith.

FIFTH: The South East Consortium shall procure and maintain liability insurance at its own cost and expense relating to all activities sponsored by and performed by the program, which insurance shall protect the interests of the parties hereto as named insured's. Said insurance limits and amounts will be determined by resolution by the Board of Directors.

SIXTH: The Chief Fiscal Officer of the South East Consortium shall be the Treasurer.

SEVENTH: Programs shall be held throughout the component municipalities, utilizing existing and available municipal/community facilities and resources.

EIGHTH: The South East Consortium shall provide special recreation and respite programs for component municipalities and will accommodate participants from non-component municipalities in accordance with agency guidelines currently enforced.

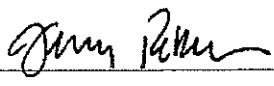
NINTH: This agreement shall be effective for the calendar year 2013 and upon further agreement of the parties, may be amended and/or extended from year to year thereafter.

TENTH: The South East Consortium shall deliver to each component municipality a current Certificate of Insurance verifying the existence of such insurance and naming said municipality as Additional Insured. The South East Consortium shall hold harmless, indemnify, and defend the Town/Village of Harrison, its employees, officials and agents from any and all claims, suits and actions arising out of the activities of the special recreation and respite programs provided by the South East Consortium.

The South East Consortium shall provide the Town/Village of Harrison a copy of the Certificate of Insurance naming the Town/Village of Harrison as Additional Insured.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year
above written.

SOUTH EAST CONSORTIUM FOR SPECIAL SERVICES, INC.

By: 
Jerry Peters, Executive Director

TOWN/VILLAGE OF HARRISON

By: _____
Printed Name/Title

Signature



CERTIFICATE OF LIABILITY INSURANCE

OPID JM

DATE (MM/DD/YYYY)

06/15/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. 707 Westchester Ave., Ste 201 White Plains NY 10604 Phone: 914-683-3990 Fax: 914-948-9560	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SOUTH-8	FAX (A/C, No):
INSURED South East Consortium for Special Services Inc. 740 West Boston Post Road #301 Mamaroneck NY 10543	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Cos. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	x	PHPK880563	06/20/12	06/20/13	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5000
	<input checked="" type="checkbox"/> Professional Liab					PERSONAL & ADV INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 3000000
						Prof/Liab \$ \$1/3mil
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		PHPK880563	06/20/12	06/20/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS					\$	
<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		PHUB311428	06/20/12	06/20/13	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1000000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10000					\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
	<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	D&O/EPLI		PHSD634731	06/20/12	06/20/13	D&O&EPLI 1000000
A	Abuse & Mole		PHPK880563	06/20/12	06/20/13	Abuse&Mol 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is an additional insured on the liability policy as respects to a written contract or agreement, subject to the policy terms & conditions.

CERTIFICATE HOLDER**CANCELLATION**

Town of Harrison & Village of
Harrison
c/o Municipal Bldg.
1 Heineman Place
Harrison NY 10528

HARRI14

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

105 CORPORATE PARK DRIVE SUITE 200, WHITE PLAINS, NEW YORK 10604-3814
Phone: (914) 253-4881

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133076622
SOUTH EAST CONSORTIUM FOR
SPECIAL SERVICES INC
740 WEST BOSTON POST ROAD
MAMARONECK NY 10543

POLICYHOLDER

SOUTH EAST CONSORTIUM FOR
SPECIAL SERVICES INC
740 WEST BOSTON POST ROAD
MAMARONECK NY 10543

CERTIFICATE HOLDER

TOWN/VILLAGE OF HARRISON
C/O MUNICIPAL BLDG
1 HEINEMAN PLACE
HARRISON NY 10528

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE
W 785 498-7	873193	06/01/2011 TO 06/01/2013	1/25/2012

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 785 498-7 UNTIL 06/01/2013, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 06/01/2013 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 938034260